



**DEPARTMENT OF LAND AND  
NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE**

LEGAL AD DATE: September 22, 2006

**INVITATION FOR BIDS  
No. IFB-DOFAW-07-M2**

**SEALED OFFERS  
TO  
PLANT FOUR SPECIES OF NATIVE PLANTS ON 20 ACRES IN KANAHA  
POND WILDLIFE SANCTUARY, MAUI  
FOR DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE**

**WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON  
October 6, 2006**

IN THE STATE OFFICE BUILDING, 54 SOUTH HIGH STREET, ROOM101, WAILUKU,  
HAWAII 96793. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO DR.  
FERN P. DUVALL II, TELEPHONE (808) 873-3502, FACSIMILE (808) 873-3505 OR E-  
MAIL AT [Fern.P.Duvall@hawaii.gov](mailto:Fern.P.Duvall@hawaii.gov).

/s/  
\_\_\_\_\_  
Peter T. Young  
Procurement Officer, Department of Land  
and Natural Resources

PRODUCE AND PLANT FOUR SPECIES OF NATIVE HAWAIIAN PLANTS ON 20 ACRES AT  
KANAHĀ POND WILDLIFE SANCTUARY, MAUI  
DLNR, DIVISION OF FORESTRY & WILDLIFE  
IFB-DOFAW-07-M2

Procurement Officer  
Department of Land and Natural Resources  
Division of Forestry and Wildlife  
State of Hawaii  
54 South High Street, Room 101  
Wailuku, Hawaii 96793

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions developed by the Attorney General's office (Form AG2-GC (12/04)), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;  
**OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Respectfully submitted:

**(x)** \_\_\_\_\_

Authorized (Original) Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

\* \_\_\_\_\_

**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted to Produce and Plant Four Species of Native Hawaiian Plants on 20 acres in the Kanaha Pond Wildlife Sanctuary, Maui as specified herein, for the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW).

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Bid Price/ acre</u>	<u>Estimated Total Bid Price</u>
( <sup>1</sup> )Produce and Plant four species of Native Hawaiian plants on 20 acres at Kanaha Pond Wildlife Sanctuary	( <sup>2</sup> )20 acres	\$_____	\$_____
( <sup>3</sup> )Production and planting Cost per acre:	\$_____ /acre		

(<sup>1</sup>) All-inclusive cost to Produce and Plant four species of native Hawaiian plants per acre. See SPECIAL PROVISIONS for details.

(<sup>2</sup>).Estimated quantity based on GIS (Geographic Information System) mapping.

(<sup>3</sup>) This unit price shall be the all-inclusive cost per acre to Produce and Plant four species of native Hawaiian plants.

**OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contractor's License No. \_\_\_\_\_

Years of Experience (Producing and planting native Hawaiian Plants): \_\_\_\_\_

Producing and Planting native Hawaiian Plants - Experience/References: Offeror shall provide a minimum of one (1) project of similar size and complexity in the State of Hawaii. The name of the project contact person and his/her contact number shall also be provided.

1. Project Name/Location/Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact No.: \_\_\_\_\_

2. Project Name/Location/Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Commercial General Liability Insurance:

Insurance Agent (Company Name): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Insurance Underwriter: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Subcontractors: If Offeror is using subcontractors for this project, Offeror shall provide the following information for each subcontractor:

1) \_\_\_\_\_  
Name Address

\_\_\_\_\_  
Contact Name Contact Phone Number

2) \_\_\_\_\_  
Name Address

\_\_\_\_\_  
Contact Name Contact Phone Number

3) \_\_\_\_\_  
Name Address

\_\_\_\_\_  
Contact Name Contact Phone Number

Offeror \_\_\_\_\_  
Name of Company

**WAGE CERTIFICATE**  
**FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: IFB/RFP No.: \_\_\_\_\_

Title of IFB/RFP: Produce and Plant Four Species of Native Hawaiian Plants on 20 Acres at Kanaha Pond Wildlife Sanctuary, Maui.

Department of Land and Natural Resources, Division of Forestry and Wildlife

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds or both, if applicable, shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**WAGE CERTIFICATE**

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
**(Reference §3-122-112, HAR)**

**Reference:** \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

\_\_\_\_\_ affirms it is in  
(Company Name)  
compliance with all laws, as applicable, governing doing business in the State of Hawaii  
to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SPECIFICATIONS**

### **PRODUCE AND PLANT FOUR SPECIES OF NATIVE HAWAIIAN PLANTS ON 20 ACRES AT KANAHA POND WILDLIFE SANCTUARY, MAUI**

#### **I. Summary of Work**

Kanaha Pond Wildlife Sanctuary, located on windward Maui, contains important habitat for rare and endangered native species of Hawaiian Waterbirds, and critical habitat for the endangered Blackburn's Sphinx Moth. The Division of Forestry and Wildlife proposes to have cut and chipped on-site 20 acres of non-native trees as part of a larger ecosystem restoration project to enhance the Sanctuary's wetland habitat for the Hawaiian stilt, Hawaiian coot, Hawaiian duck and the Blackburn's Sphinx moth. Pursuant to the cutting and clearing of these 20 acres of non-native trees restoration planting with appropriate native plants is necessary. The four-year plan is to cut, chip and subsequently replant, with appropriate native plants, the 80 acres of non-native tree cover inside of the Kanaha Pond Wildlife Sanctuary that currently degrades the Sanctuary's habitat value for these endangered species.

Bids are solicited for the Production and Planting of four species of native Hawaiian plants as follows: *Lycium sandwicense* ('ohelo-kai) at 10% of cover, *Ipomoea pes-caprae* (pohuehue) at 10% cover, *Sida fallax* ('ilima-papa) at 10% cover, and *Sesuvium portulacastrum* (akulikuli) at 70% cover spaced each at 3.0 feet off-center on 20 acres of land open and cleared of non-native trees at Kanaha pond Wildlife Sanctuary on the island of Maui (see attached map). A Contractor is sought to provide plants and equipment for planting the plants as specified. The area to be planted will be delineated by the State of Hawaii Department of Land and Natural Resources (DLNR). All of the area can be accessed from the Sanctuary's internal and existing roads, but certain work will be on soft and unstable, sandy and partially saturated, wet soils. The contractor will be responsible for transport of all necessary plants and planting equipment and transfer of any additional equipment or materials needed to produce and plant the plants as specified.

#### **II. Description of the Terrain and Vegetation**

The project area is within the Kanaha Pond Wildlife Sanctuary, on the north coast of Maui situated between the Kahului industrial areas on the west and south, the Kahului Airport on the east, and the Kahului Sewage Treatment plant and the Pacific Ocean to the north. The area is hot, dry and windy, with annual rainfall less than 16 inches per year. Expected daily temperatures are between 70 and 90 degrees. The terrain consists of 237 acres of marshes, wetlands, and low-lying land with small sandy knolls and dunes at elevations that range from 3 to 8 feet above mean sea level. There are twenty five ponds that are permanent or ephemeral and situated on a Jaucas Sand (JcC) type substrate. The water table is near the soil surface near the ocean, and the more inland area support grasslands and wetland wildlife habitat with stands of non-native invasive mesquite, ironwood, Christmas-berry and date palms in the highest driest areas.

#### **III. Access to Installation Site**

Access to the work site is through the Amala Road Beach Access gate and will require coordination with the Sanctuary Manager (Dr. Fern P. Duvall) or other DOFAW staff (808-873-3983). Access to the work site will be during daylight hours only, Monday – Friday 0700 a.m. - 0300 pm unless other arrangements are approved by the Sanctuary Manager.

This work must be completed between October 15, 2006 and March 31, 2007, and will need to be scheduled with the completion of the cutting and chipping of non-native trees on the 20 acre site that is to receive the native Hawaiian plants.

Gates: All gates used to access the work site must not be left open or unlocked at any time.

Prohibited Items: No fires, smoking, pets, or placement of food and drink remains, or other rubbish is permitted inside the Sanctuary.

#### **IV. Equipment, Supplies, Transportation, and Labor-Contractor's Responsibilities**

The Contractor shall be responsible for providing all necessary equipment, supplies, tools, transportation, and labor to produce and plant four species of native Hawaiian plants on 20 acres as specified herein. All work will be performed under a single contract.

The Contractor may not use the DOFAW baseyard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

#### **V. Site Preparation**

DOFAW staff will provide a map showing the alignment of the 20 acres to be planted, the roads, location of gates, etc. The boundary line demarking the 20 acres to be planted will also be marked in the field with blue flagging tape. Existing Hawaiian native plant species and/or archeological sites in, or near, the project area will be marked with pink flagging and are not to be disturbed.

The Contractor must notify DOFAW before any planting work occurs due to environmental constraints, including critical habitat for the Blackburn's Sphinx Moth, and the potential for conflict with on-going management activities on-site.

#### **VI. Production of Plants and Planting**

##### **1. General**

Four species of native Hawaiian plants shall be produced for this project and planted on the 20 acre site. The make-up in percentages of plants required for the completed plantings are as follows: *Lycium sandwicense* ('ohelo-kai) at 10% of cover, *Ipomoea pes-caprae* (pohuehue) at 10% cover, *Sida fallax* ('ilima-papa) at 10% cover, and *Sesuvium portulacastrum* (akulikuli) at 70% cover, spaced each at 3.0 feet off-center from the next closest plant.

##### **a) Number of plants.**

The contractor must provide: 9,680 *Lycium sandwicense* ('ohelo-kai); 9,680 *Ipomoea pes-caprae* (pohuehue); 9,680 *Sida fallax* ('ilima-papa); and 33,880 *Sesuvium portulacastrum* (akulikuli) rooted plants in good health.[ NOTE: This is 65% of the total plants to be planted on the 20 acre site at 3' apart (off-center from their nearest plant neighbor); the remainder 35% of the plants required on the site will be produced and planted by the State.]

##### **2. Planting**

All plants are to be well-rooted, in good condition, and completely free from weeds and any and all plant-pests or insects, frogs, snails, etc. The plants may be produced as individual plants from seed, or from well established, well-rooted cuttings. If cuttings are sources of the plants for the project, then these must be from diverse cutting-stock from no less than 50 individual and



unrelated plants. All plants will be planted in holes prepared by the contractor and the plants properly situated and watered—in\* (\*water for this watering will be coordinated and assisted by the State).

## **VII. Pre-bid On-Site Inspection**

Although not mandatory, bidders are strongly advised to inspect the project area prior to submitting a bid. Maps can be obtained from the Department of Land and Natural Resource office in Kahului or Wailuku, Maui and a guided site visit may be arranged by contacting Dr. Fern P. Duvall II, Sanctuary Manager, at (808) 873-3502 or 873-3983. Alternately, similar habitat, to that of the project site, inside the Sanctuary, can be viewed from Amala Place, or along Keolani Place heading east towards the airport. Failure to visit the general work area will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contracting Officer's Representative.

## **VIII. Contractor Activities**

### **1. Camps**

Construction of camps will not be permitted.

### **2. Native and Alien Plants and Animals**

The Contractor will implement precautions to prevent the introduction of alien plants, animals and insects. Boots, equipment and all plants and associated materials (pots, tubes, plug-trays, soils, etc.) will be inspected by the Contractor for alien plants, animals, and insects including seeds, eggs, larvae, etc., prior to delivery and entry to the project site. All such boots, equipment, and associated materials must be cleaned as necessary or refused entry. The Contractor will remove all food and other refuse daily, and tools, gear, and other equipment upon completion of work. No native plants and/or animals may be removed from the site.

## **IX. Pre-start-up Conference**

Contractor shall meet with staff from DOFAW soon after the award, if any. Topics to be included at the meeting will be:

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions
- Changes in specs
- Payments to the Contractor
- Safety program
- Communication
- Plant production techniques
- Planting techniques
- Fire prevention
- Alien plants and animals precautions
- Disturbance prevention for resident endangered Waterbirds
- Miscellaneous

## **X. Contract Supervision**

Mr. Christopher Alexander, Forest & Wildlife Management Technician IV, and Dr. Fern P. Duvall II, Wildlife Biologist and Sanctuary Manager, will handle contract supervision for this project at the local level. These individuals will handle all on-the-ground coordination between the contractor and DOFAW.

## **XI. Timing**

All work should be completed by March 31, 2007

## **XII. Measurement and Payment**

### **1. Measurement**

Measurement of the area marked off for the project site will be encompass the previously cleared 20 acre area cut and chipped of non-native trees.

### **2. Payment**

Payment in full will be made upon satisfactory completion of the planting in accordance with the specifications listed herein. DOFAW must complete a final inspection of the area to be planted to certify that the project is completed according to the specifications listed herein before final payment is approved. The Contractor may request a partial completion payment schedule. A partial payment plan may be negotiated between the Contract Supervisor and the Contractor if necessary. The minimum partial payment plan that will be considered is payment per 10 acres of planting completed. Each section will need to be certified that it meets specifications before partial payment can be made. Payment will be made at the contract unit price per acre in accordance with the specifications herein.

## **XIII. Bids**

Bids should include costs per acre of plants produced and planted on-site including labor costs for crew, equipment, materials transport, and any additional materials the Contractor believes are necessary to produce and plant the four native Hawaiian plant species on 20 acres in accordance with the specifications listed herein.

Bids should be submitted for materials and labor costs per acre as indicated on the Offer Form. Bids should include an estimated minimum time that the contractor would require between the bid being awarded and commencement of work.

## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813
DOFAW	=	Division of Forestry and Wildlife of the Department of Land and Natural Resources of the State of Hawaii located at 54 South High Street, Room 101, Wailuku, Hawaii 96783.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax
GIS	=	Geographic Information System

### **SCOPE**

The production and planting of four species of Native Hawaiian plants on a 20 acre site at Kanaha Pond Wildlife Sanctuary on the island of Maui for the Division of Forestry and Wildlife, Department of Land and Natural Resources, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions developed by the Attorney General's office (Form AG2-GC(1/01)), included by reference and available from DOFAW or on-line at <http://www2.hawaii.gov/bidfiles/generalconditions1.pdf>.

### **RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
  - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## **CONTRACT ADMINISTRATOR**

For the purpose of this contract, Dr. Fern Duvall II, (808) 873-3502, of the Division of Forestry and Wildlife, Maui, is the designated Contract Administrator.

## **DOFAW PROJECT REPRESENTATIVE**

For purpose of this contract, Dr. Fern Duvall II, (808) 873-3502, of the Division of Forestry and Wildlife, Maui, is the designated project representative.

## **TERM OF CONTRACT**

The successful offeror shall enter into a contract for a period of 6 months to commence from the date indicated on the Notice to Proceed. Prior to the issuance of the Notice to Proceed the successful offeror and the State shall mutually agree to the official commencement date.

Contract extension(s) shall be permitted for reasons beyond the control of the Contractor and as confirmed by the State. Contract extension(s) shall be done through DOFAW in the form of modifications to the contract.

## **FEDERAL FUNDS AS RECEIVED (PARTIAL)**

It is understood and agreed by all bidders that as to the portion of the obligation under the contract resulting from this IFB payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

The Contractor is responsible for compliance of all federal laws and regulations required for the use of federal funds.

## **OFFEROR QUALIFICATIONS**

1. Offeror shall have an established place of business in the State of Hawaii with reasonable inventory of supplies, tools, and equipment for providing for the production and planting of four species of native Hawaiian plants as specified herein, and shall furnish the name and address of this facility in the space provided on the appropriate OFFER FORM page.

The State reserves the right to inspect Offeror's facility to determine acceptability under this requirement.

2. Offeror shall have performed at least one (1) plant production and planting project in the State of Hawaii of similar size and complexity as specified herein.

For verification purposes, bidder shall provide on the appropriate OFFER FORM pages the name or description of the project and the contact person who coordinated the project including his/her contact number.

## **WRITTEN INQUIRIES**

Inquiries regarding this solicitation are due on or before 4:00 p.m., Monday, October 2, 2006. Inquiries shall be made in writing, either via U.S. Postal Service, facsimile (808) 873-3505, or e-mail to Fern.P.Duvall@hawaii.gov.

Responses to written inquiries shall be made by way of Addendum. Addendum shall be issued at least two (2) working days prior to bid opening date.

## **PRE-BID ON-SITE INSPECTION**

Although not mandatory, bidders are strongly advised to inspect the project area prior to submitting a bid. Maps can be obtained from the Department of Land and Natural Resource office in Kahului or Wailuku, and a site visit may be arranged by contacting Dr. Fern P. Duvall II, Sanctuary Manager, at (808) 873-3502 or 873-3983. Alternately, similar habitat, to that of the project site inside the Sanctuary can be viewed from Amala Place, or along Keolani Place heading east towards the airport. Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with conditions and specifications to the satisfaction of the Contracting Officer's Representative.

## **SUBMISSION OF OFFER**

Offers shall be received at the DLNR, Division of Forestry and Wildlife Maui District office, 54 South High Street, Room 101, Wailuku, Hawaii 96793, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the DOFAW time stamp clock. Offers received after the deadline shall be returned unopened.

All offers must be submitted in sealed envelopes marked on the outside with IFB Number IFB-DOFAW-O7-M2. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

## **BID PREPARATION**

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State

**Bid Quotation.** **The Unit Bid Price shall be per acre and shall include but not be limited to the following:**

- All costs incurred to prepare and respond to this solicitation;
- The transportation of work crew, equipment, materials, and tools to the installation site;
- The tools and equipment necessary to produce the named plants in the quantities requested and to plant them on-site as specified herein;
- The labor to produce and plant the four species of native Hawaiian plants as specified herein;
- The labor and whatever related costs to remove materials, supplies, equipment and tools from the installation sites during and at the completion of the contract;
- All costs necessary to attend project meetings;
- All communications costs, including equipment;
- All applicable taxes, including the GET; and
- Any other related costs to perform this contract as specified.

**Experience.** Offeror shall provide a minimum of one (1) plant production and planting project in Hawaii of similar size and complexity. The name of each project contact person and his/her contact number shall also be provided. Failure to provide this information shall be grounds for bid rejection.

**Insurance.** Offeror shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

**Subcontractors.** Offeror shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

**Chapter 104, HRS, Wages and Hours of Employees on Public Works.** Offeror is advised that Chapter 104, HRS shall apply to this solicitation. Offeror may access this Chapter on the State's website: [www.ehawaii.gov.org/government/html/index.html](http://www.ehawaii.gov.org/government/html/index.html).

**Wage Certificate.** The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Offer Guaranty.** An offer guaranty is NOT required for this solicitation.

## **CANCELLATION OF IFB**

The State reserves the right to cancel this IFB and to reject any and all bids in whole or in part when it is determined to be in the best interest of the State.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by an Offeror in the event this IFB is cancelled or a Bid is rejected.

## **ACCEPTANCE OF OFFER**

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty days period.

## **AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Estimated Total Bid Price.

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to DOFAW prior to award, the lowest responsive offeror shall produce documents to DOFAW to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate\*\* issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DOFAW.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii, or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail:

(808) 587-7572

1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488

IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DOFAW. However, the tax clearance certificate shall be submitted to DOFAW.

\*\* Tax clearance may take several weeks to obtain. Offerors are encouraged to apply for tax clearance as soon as possible to prevent delay in executing a contract and issuing a Notice to Proceed. \*\*

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**  
Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf](http://www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf) or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DOFAW.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to DOFAW. However, the certificate shall be submitted to DLNR-DOFAW.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to DOFAW as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.



In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

## **NOTICE TO PROCEED**

No work is to be undertaken by the Contractor prior to the Commencement Date specified on the official Notice to Proceed. The State of Hawaii will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

## **EXECUTION OF CONTRACT**

No performance and payment bonds are required.

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

Should it become necessary to extend the contract, a Contract Modification shall be executed for the extended period.

## **LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

**Coverage**  
**Commercial General Liability**  
**(Occurrence form)**

**Limits**  
**\$2,000,000 combined single**  
**limit per occurrence for bodily**  
**injury and property damage**

**Basic Motor Vehicle Insurance  
and Liability Policies**

**BI: \$1,000,000 per person  
\$1,000,000 per accident  
PD: \$1,000,000 per accident**

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife Maui Branch, 54 South High Street, Room 101, Wailuku, Hawaii 96783.
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

## **INVOICING**

Contractor shall submit original and three copies of the invoice to the following address:

Department of Land and Natural Resources  
Division of Forestry and Wildlife  
Maui Branch  
54 South High Street, Room 101  
Wailuku, Hawaii 96793  
Attention: Dr. Fern P. Duvall II

Invoices shall reference the contract number assigned to this contract and shall be signed and dated by the State's DOFAW representative, verifying incremental acres of plants produced and planted on-site.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

## **PAYMENT SCHEDULE**

Contractor may receive compensation per completion of each 10 acre segment, with billing not to exceed monthly. Payments shall be made for completion of each 10 acres subject to inspection and acceptance by the State's DOFAW representative, not to exceed monthly billing, up to 90% of the total estimated contract. The final payment of 10% shall be made after final plant production and on-site planting work is completed and accepted by the State's DOFAW representative. The total payment shall not exceed the cost of the total acreage at the unit bid price per acre.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **LIQUIDATED DAMAGES**

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day, for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

## **DOCUMENTS SUBMITTAL FOR FINAL PAYMENT**

The following document shall be submitted for all contracts and/or purchase orders resulting from this bid in order for the State to process final payment:

Guarantee of workmanship, equipment, etc., as designated in the Special Provisions.

## **AUTHORITY OF THE STATE**

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, as to road condition or additional reason to service, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

## **PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board in Room 101, 54 South High Street, Wailuku, Hawaii 96783.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

## **ADDITIONAL CONDITIONS**

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected in whole, or in part when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate, in writing, those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to

§3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the DOFAW project representative, the reason(s) for designating the material as confidential, for example trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractor(s) shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Year 2000 Compliance.** All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.



Figure 1



Figure 1 Site Map Kanaha Pond

Figure 2

